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ABSTRACT

The collective bargaining agreement between the State of California and California State Employees' Association (CSEA) Bargaining Unit 3, representing all employees in education and library services, is presented covering the period July 1, 1985 through June 30, 1987. The 23 articles cover the following: recognition; CSEA representation rights; organizational security; state rights; general provisions (no strike, no lockout, individual agreements, savings clause, reprisals, supersession, non-discrimination, sexual harassment); grievance and arbitration procedure; holidays; leaves (jury duty and vacation, sick, bereavement, parental, adoption, union, unpaid, 10-12, and educational leaves); health and welfare (e.g., dental plan, vision service plan, employee assistance, and disability leave); health and safety (e.g., video display terminals, personal alarms, restrooms, and protective clothing); salaries, including merit adjustments, night shift differential, bilingual differential, and timely payment; allowances and reimbursements (e.g., moving, travel, uniform replacement); career development (e.g., release time, training); classification; employment opportunity transfer; layoff; retirement; permanent intermittent appointments; hours of work and overtime; child care; miscellaneous (e.g., class size, student discipline, recognition of authorship); exempt employees; and entire agreement and duration. (LB)

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# AGREEMENT

BETWEEN

State of California

AND

California State Employees' Association

COVERING

# BARGAINING UNIT 3

Education and Library

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
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BARGAINING UNIT 3

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## PREAMBLE

a. This AGREEMENT, hereinafter referred to as the Agreement, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA STATE EMPLOYEES' ASSOCIATION, hereinafter referred to as CSEA, has as its purpose the promotion of harmonious labor relations between the State and CSEA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment including health and safety.

The term "Agreement" as used herein means the written agreement provided under Section 3517.5 of the Government Code.

b. This section shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 1
## RECOGNITION

a. Pursuant to Public Employment Relations Board decision S-SR-3, the State recognizes CSEA as the exclusive negotiating agent for all employees in Bargaining Unit 3.

b. Pursuant to Government Code Sections 19815.4 and 3517, CSEA recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

c. This Section shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 2
## CSEA REPRESENTATION RIGHTS

### 2.1 Steward Designation

a. The State recognizes and agrees to deal with designated stewards, bargaining unit council members or CSEA staff on the following:

(1) The administration of this contract;

(2) Employee discipline cases;

(3) Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board;

(4) Matters scheduled for hearing by the Board of Control;

(5) Matters pending before the State Personnel Board;

b. A written list of CSEA stewards, broken down by units within each individual department and designated area of primary responsibility, shall be furnished to each department and a copy sent to the State immediately after their designation, and CSEA shall notify the State promptly of any changes of such stewards. CSEA stewards shall not be recognized by the State until such lists or changes thereto are received. A CSEA steward's "area of primary responsibility" is meant to mean institution, office or building. However, the parties recognize that it may be necessary for CSEA to assign a steward an area of primary responsibility for several small offices or buildings within close proximity.

### 2.2 Access

CSEA stewards, staff, or bargaining unit council members may have access to employees to represent them pursuant to Section 2.1a above. Access shall not interfere with the work of the employees. CSEA stewards, staff, or bargaining unit council members seeking access to employees must notify the department head or designee in advance of the visit. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, or patient care including patient privacy; however, where access is restricted, other reasonable accommodations shall be made.

**2.3 Use of State Phones**

CSEA stewards shall be permitted reasonable use of State phones to make calls for CSEA representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.

**2.4 Distribution of Literature**

a. CSEA may use existing employee organization bulletin boards to post materials related to CSEA business. Upon mutual agreement between an authorized CSEA representative and the department, CSEA bulletin boards will be installed at reasonable locations. When required in advance, CSEA shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

b. CSEA may, before or after work hours or during meal periods, distribute CSEA literature in non-work areas.

c. CSEA may continue to use existing employee mailboxes for distribution of literature.

d. CSEA agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.

**2.5 Use of State Facilities**

The State will continue to permit use of certain facilities for CSEA meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, CSEA shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities, incurred as a result of CSEA's use of such State facilities.

**2.6 Steward Time Off**

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Article 2, Section 2.1a of this Agreement, provided the employee represented is in the steward's department and designated area of primary responsibility. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor.

**2.7 Employee Time Off**

Employees shall be entitled to reasonable time off without loss of compensation to confer with a CSEA representative on representational matters at the work site in accordance with Section 2.2 above during work hours, subject to approval of the employee's supervisor.

**2.8 Steward Protection**

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against stewards, or otherwise interferring with, restraining, or coercing stewards because of the exercise of any rights given by this Agreement.

**2.9.** This Article shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 3
## ORGANIZATIONAL SECURITY

a. The State agrees to deduct and transmit to CSEA all membership dues authorized on a form provided by CSEA. The State agrees to deduct and transmit to CSEA Fair Share

fees from State employees in Unit 3 who do not become members of CSEA. The State and CSEA agree that a system of authorized dues deductions and a system of Fair Share deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

(1) The State and CSEA agree that if a Fair Share rescission election is conducted in Unit 3 pursuant to Government Code Section 3515.7(d), a majority of those votes cast, rather than a majority of the members of the Unit, shall determine whether the Fair Share deductions shall continue. In the event Fair Share is rescinded, the written authorization for union dues deduction shall remain in full force and effect, to and including June 30, 1987; provided, however, that any employee may withdraw from the Union by sending a signed withdrawal letter to CSEA with a copy to the State Controller within 30 calendar days prior to the expiration of this Agreement.

(2) An employee in Unit 3 may withdraw from membership in CSEA by sending a signed withdrawal letter to CSEA with a copy to the State Controller. An employee who so withdraws his or her membership shall be subject to paying a Fair Share fee if such a fee is applicable to Unit 3.

(3) CSEA agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Article and the deductions arising therefrom.

(4) CSEA agrees to annually notify all State employees in Unit 3 who pay Fair Share fees of their right to demand and receive from CSEA a return of part of that fee pursuant to Government Code Section 3515.8.

(5) No provisions of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Agreement.

b. Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that CSEA is the recognized employee organization for the employee in said classification. The State shall present the employee with a copy of the current Agreement as well as a packet of information approved by the State employer both of which have been supplied by CSEA.

c. This Section shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 4
## STATE RIGHTS

a. Except for those rights which are abridged or limited by this Agreement, all rights are reserved to the State.

b. Consistent with this Agreement, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

c. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the entitlement of State Civil Service employees provided by Article VII of the State Constitution or by-laws and rules enacted thereto.

d. This Section shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 5
## GENERAL PROVISIONS

**5.1 No Strike**

a. During the term of this Agreement, neither CSEA nor its agents nor any Bargaining Unit 3 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.

b. CSEA agrees to notify all of its officers, stewards, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this Section to return to work.

c. This Section shall apply to Unit 3 civil service and exempt employees.

**5.2 No Lockout**

a. No lockout of employees shall be instituted by the State during the term of this Agreement.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**5.3 Individual Agreements**

a. The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Agreement to any employee unless such action is with CSEA concurrence.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**5.4 Savings Clause**

a. Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

b. This Section shall apply to Unit 3 civil service and exempt employees.

**5.5 Reprisals**

a. The State and CSEA shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interferring with, restraining, or coercing employees because of the exercise of their rights under SEERA or any right given by this Agreement. The principles of agency shall be liberally construed.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**5.6 Supersession**

The following enumerated Government Code Sections and all existing rules, regulations, standards, practices and policies which implement the enumerated Government Code Sections are hereby incorporated into this Agreement. However, if any other provision of this Agreement alters or is in conflict with any of the Government Code Sections enumerated below, the Agreement shall be controlling and supersede said Government Code Sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the SEERA.

a. Government Code Sections

(1) General

19824 Establishes monthly pay periods.

19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.

19888 Specifies that service during an emergency is to be credited for vacation, sick leave, and MSA.

Government Code Sections 19839 and 19888 do not apply to Unit 3 exempt employees of the Special Schools in the Department of Education.

(2) Step Increases

19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.

19832 Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.

19834 Requires MSA payments to qualifying employees when funds are available.

19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.

19836 Provides for hiring at above the minimum salary limit in specified instances.

19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

These Government Code Sections shall apply to Unit 3 civil service and exempt employees.

(3) Vacations

19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

These Government Code Sections shall apply only to Unit 3 civil service employees.

(4) Sick Leave

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.

19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.

19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

These Government Code Sections shall apply to Unit 3 civil service and exempt employees.

(5) Uniforms, Work Clothes, and Safety Equipment

19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.

This Government Code Section shall apply to Unit 3 civil service and exempt employees.

(6) Industrial Disability Leave (IDL)

19869 Defines who is covered.

19870 Defines "IDL" and "full pay".

19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.

19871.1 Provides for continued benefits while on IDL.

19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.

19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.

19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.

19875 Requires three-day waiting period, unless hospitalized or disabled more than 14 days.

19876 Payments contingent on medical certification and vocational rehabilitation.

19877 Authorizes DPA to adopt rules governing IDL.

19877.1 Sets effective date.

These Government Code Sections shall apply to Unit 3 civil service and exempt employees.

(7) Non-Industrial Disability Insurance (NDI)

19878 Definitions.

19879 Sets the amount of benefits and duration of payment.

19880 Sets standards and procedures.

19880.1 Allows employee option to exhaust vacation prior to NDI.

19881 Bans NDI coverage if employee is receiving unemployment compensation.

19882 Bans NDI coverage if employee is receiving other cash payment benefits.

19883 Provides for discretionary deductions from benefit check, including employer contributions; employees does not accrue sick leave or vacation credits or service credits for any other purpose.

19884 Filing procedures; determination and payment of benefits.

19885 Authorizes DPA to establish rules governing NDI.

These Government Code Sections shall apply to Unit 3 civil service and exempt employees.

(8) Life Insurance

20750.11 Provides for employer contributions.

21400 Establishes group term life insurance benefits.

21404 Provides for Death Benefit from PERS.

21405 Sets Death Benefit at $5,000 plus 50 percent of one year's salary.

These Government Code Sections shall apply to Unit 3 civil service and exempt employees.

(9) Health Insurance

22816 Provides for continuation of health plan coverage during leave of absence without pay.

22825 Provides for employee and employer contribution.

22825.1 Sets employer contribution.

These Government Code Sections shall apply to Unit 3 civil service and exempt employees.

(10) Workweek

19851 Sets 40-hour workweek and 8-hour day.

This Government Code Section shall apply to Unit 3 civil service and exempt employees.

(11) Overtime

19844 Directs DPA to establish rules regarding cash compensation and compensating time off.

19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.

19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

These Government Code Sections do not apply to Unit 3 exempt employees of the Special Schools in the Department of Education.

(12) Deferred Compensation

19993 Allows employees to deduct a portion of their salary to participate in a deferrred compensation plan.

This Government Code Section shall apply to Unit 3 civil service and exempt employees.

(13) Relocation Expenses

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

This Government Code Section shall apply to Unit 3 civil service and exempt employees.

(14) Travel Expenses

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.

These Government Code Sections shall apply to Unit 3 civil service and exempt employees.

(15) Unpaid Leaves of Absence

19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.

19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.

19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

These Government Code Sections shall apply to Unit 3 civil service and exempt employees.

(16) Involuntary Transfers

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.

19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

These Government Code Sections shall apply to Unit 3 civil service and exempt employees.

(17) Demotion and Layoff

19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes reemployment lists for laid-off or demoted employees.

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.

19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

These Government Code Sections shall not apply to Unit 3 exempt employees of the Special Schools in the Department of Education.

(18) Incompatible Activities

19990 Requires each appointment power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

This Government Code Section shall apply to Unit 3 civil service and exempt employees.

**5.7 Non-Discrimination**

a. No state employee shall be discriminated against in state employment on the basis of race, color, religious creed, age, sex, national origin, ancestry, marital status, sexual orientation or physical handicap.

b. Allegations of discrimination shall not be subject to the grievance and arbitration procedure.

c. This Section shall apply to Unit 3 civil service and exempt employees.

**5.8 Sexual Harassment**

a. No employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved and shall post a statement of its commitment to this principle at all work sites.

b. Allegations of sexual harassment shall not be subject to the grievance and arbitration procedure.

c. This Section shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 6
## GRIEVANCE AND ARBITRATION PROCEDURE

**6.1 Purpose**

a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement and employment-related complaints.

b. The purposes of this procedure are:

(1) To resolve grievances informally at the lowest possible level.

(2) To provide an orderly procedure for reviewing and resolving grievances promptly.

**6.2 Definitions**

a. A grievance is a dispute of one or more employees, or a dispute between the State and CSEA, involving the interpretation, application, or enforcement of the express terms of this Agreement.

b. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Agreement and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.

c. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.

d. As used in this procedure, the term "party" means CSEA, an employee, or the State.

e. A "CSEA representative" refers to an employee designated as a CSEA steward, or a paid staff representative, or a bargaining unit council member.

**6.3 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

**6.4 Waiver of Steps**

The parties may mutually agree to waive any step of the grievance procedure.

**6.5 Presentation**

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a CSEA steward, or both, may attend without loss of compensation. A CSEA representative or job steward may request a meeting at the 1st or 2nd step providing it causes no additional cost to the State.

**6.6 Informal Discussion**

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

**6.7 Formal Grievance - Step 1**

a. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:

(1) Fourteen (14) calendar days after the event or circumstances occasioning the grievance, or

(2) Within seven (7) calendar days after receipt of the decision rendered in the informal grievance procedure.

b. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.

c. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.

d. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.

e. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Agreement.

**6.8 Formal Grievance - Step 2**

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within fourteen (14) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2.

b. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

c. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Agreement.

**6.9 Formal Grievance - Step 3**

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fourteen (14) calendar days after receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

b. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

**6.10 Formal Grievance - Step 4**

a. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within fourteen (14) calendar days after receipt to the Director of the Department of Personnel Administration or designee.

b. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

**6.11 Response**

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

**6.12 Formal Grievance - Step 5**

a. If the grievance is not resolved at Step 4, within thirty (30) calendar days after receipt of the fourth level response CSEA shall have the right to submit the grievance to arbitration.

b. Within seven (7) calendar days after the notice requesting arbitration has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to them a panel of ten (10) arbitrators from which the State and CSEA shall alternately strike names until one name remains and this person shall be the arbitrator.

c. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.

d. An arbitrator may, upon request of CSEA and the State, issue his/her decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.

e. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances as defined in Section 6.2a of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

6.13 Health and Safety Grievances

All Health and Safety grievances deemed necessary for expedited processing shall first be appealed directly to the second level of the grievance procedure pursuant to the modified time limits set forth below:

a. Health and Safety Grievance - Step 2

(1) If the grievant is not satisfied with the decision rendered by his/her supervisor pursuant to Section 6.6 of this Article, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the second level of appeal.

(2) Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

b. Health and Safety Grievance - Step 3

(1) If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fourteen (14) calendar days of receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal the grievant may bypass Step 3.

(2) Within fourteen (14) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

(3) If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third step response CSEA shall have the right to submit the grievance to arbitration.

c. The selection of the arbitrator shall be in accordance with Section 6.12.b of this Article and the case must be before an arbitrator within twenty (20) calendar days.

6.14 This Article shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 7
## HOLIDAYS

a. All full-time employees shall be entitled to such holidays with pay as provided below, in addition to any official State holidays declared by the Governor.

b. Such holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25.

c. Every full-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July.

d. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday; or shall, at the department's discretion allow the employee to either carry the personal holiday to the next fiscal year or, cash out the holiday on a straight time (hour for hour) basis. Employees shall not be allowed to carry over or cash out more than two (2) personal holidays in any fiscal year.

e. Subject to Item d. above, use of personal holidays shall be granted in accordance with departmental policies on this subject.

f. When November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.

g. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time employees shall, regardless of whether they work on the holiday, only accrue an additional eight (8) hours of personal holiday credit per fiscal year per said holiday.

h. When a holiday other than a personal holiday falls on Sunday, full-time employees shall be entitled to the Monday following as a holiday with pay.

i. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday, shall be considered as time worked by the employee.

j. Full-time employees who are required to work on a holiday shall be entitled to pay or compensating time off for such work in accordance with their classification's assigned workweek group and this Agreement.

k. Less than full-time employees shall receive holidays in accordance with existing Department of Personnel Administration rules.

l. This Article shall apply only to Unit 3 civil service employees and exempt employees of the California Maritime Academy.

## ARTICLE 8
## LEAVES

**8.1 Vacation Leave**

a. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this Section shall receive a one-time vacation bonus of 42 hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

| | |
|---|---|
| 7 months to 3 years . . . . | 7 hours per month |
| 37 months to 10 years. . . . | 10 hours per month |
| 121 months to 15 years. . . . | 12 hours per month |
| 181 months to 20 years. . . . | 13 hours per month |
| 20 years and over . . . . . | 14 hours per month |

(1) An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

b. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth under Item a. above.

Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

c. Employees working less than full-time accrue vacation in accordance with the applicable DPA rules.

d. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 320 hours. A department head or designee may permit an employee to carry over more than 320 hours of accrued vacation leave hours if an employee was unable to reduce his accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.

e. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.

f. The time when vacation shall be taken by the employee shall be determined by the department head or designee.

g. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules which have been established in a work unit, pursuant to the seniority provisions in this Article shall not be affected by employee(s) entering the unit after the schedule has been established.

h. Each department head or designee will make every effort to act on vacation requests in a timely manner.

i. Vacations will be cancelled only when operational needs require it.

j. Effective July 1, 1985, Unit 3 civil service employees are authorized to use existing fractional vacational hours that may have been accumulated.

k. This section shall apply only to Unit 3 civil service employees.

8.2 Sick Leave:

a. As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:

(1) Illness or injury, including illness or injury relating to pregnancy.

(2) Exposure to a contagious disease which is determined by a physician to require absence from work.

(3) Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.

(4) Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to five (5) work days per occurrance or, in extra ordinary situations, to the time necessary for care until physician, or other care can be arranged.

b. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee in bargaining Unit 3 shall earn eight (8) hours of credit for sick leave with pay. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn full sick leave credit. Absences from state service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

c. Credit for less than full-time employees shall be computed as follows:

(1) Part-Time Employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee in Bargaining Unit 3 shall be allowed, on a pro rata basis, the fractional part of eight (8) hours of credit for sick leave with pay.

(2) Multiple Positions. Under this rule:

(a) An employee holding a position, in addition to other full-time employment with the State, shall not receive credit for sick leave with pay for service in the additional position.

(b) Where an employee holds two (2) or more "less than full-time positions", the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.

d. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved.

e. An employee shall not be required to provide a physician's verification of sick leave when he/she uses up to two (2) consecutive days of sick leave except when:

(1) the employee has a demonstrable pattern of sick leave abuse; or
(2) the supervisor believes the absence was for an unauthorized reason; or
(3) the employee has an above average use of sick leave.

f. Sick Leave may be accumulated without limit.

g. This Section shall apply to Unit 3 civil service and exempt employees.

**8.3 Bereavement Leave**

a. A department head or designee shall authorize bereavement leave with pay for a permanent full-time State employee due to the death of his/her parent, step parent, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step child, adopted child, or death of any person residing in the immediate household of the employee at the time of death. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

b. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles one-way from his/her home, upon request, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of CTO, vacation or authorized leave without pay.

c. Employees who have used their three (3) paid days of bereavement leave may on subsequent requests use sick leave, CTO, or any other earned leave credits if they suffer more than one bereavement as enumerated in Item a. above during the year.

d. Fractional time base (part-time) employee's will be eligible for bereavement leave on a pro rata basis, based on the employee's fractional time base. (See DPA Management Memo 83-7-1 for fractional time base employees).

e. This Section shall apply to Unit 3 civil service and exempt employees.

**8.4 Parental Leave**

a. A department head or designee shall grant a female permanent employee's request for an unpaid leave of absence for purposes of pregnancy, child birth, recovery therefrom or care for the newborn child for a period not to exceed one (1) year. The employee shall provide medical substantiation to support her request for pregnancy leave.

b. A male spouse or male parent, who is a permanent employee, shall be entitled to an unpaid leave of absence for a period not to exceed one (1) year to care for his newborn child.

c. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health and dental benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

d. This Section shall apply to Unit 3 civil service and exempt employees.

**8.5 Adoption Leave**

a. A department head or designee may grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one year. The employee shall provide substantiation to support the employee's request for adoption leave.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**8.6 Union Leave**

a. CSEA shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CSEA bargaining council member or steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this agreement. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:

(1) A union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.

(2) CSEA agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to 31 percent of the affected employee's salary, for all the time the employee is off on a union leave.

(3) The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's appointing power.

(4) Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.

(5) Employees on a union leave shall suffer no loss of compensation or benefits.

(6) Whether or not time for a union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.

(7) Employees on union leave under this provision and CSEA shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.

(8) In the event an employee on a union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union leave, CSEA agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**8.7 Unpaid Leave of Absence**

a. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.

b. Except as otherwise provided in Subsection c. below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.

c. An unpaid leave of absence may be granted for, but not limited to, the following reasons:

(1) union activity;

(2) for temporary incapacity due to illness or injury;

(3) to be loaned to another governmental agency for performance of a specific assignment;

(4) to seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;

(5) education; or

(6) research project.

d. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.

e. A leave of absence shall be terminated by the department head or designee (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

f. This Section shall apply to Unit 3 civil service and exempt employees.

**8.8 Jury Duty**

a. An employee shall be allowed such time off without loss of compensation as is required in connection with jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received.

b. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.

c. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.

d. For purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals or other out of pocket expenses.

e. This Section shall apply to Unit 3 civil service and exempt employees.

**8.9 10-12 Leave**

a. A department head may, upon the request of an employee, grant a leave of absence: (1) not to exceed 75 calendar days during the summer vacation period to permanent or probationary civil service employees in the State Special Schools and Services Division in the Specialized Programs Branch of the Department of Education in positions which have a work period coinciding with the school year; (2) not to exceed 75 calendar days to permanent or probationary civil service employees or exempt employees of the California Maritime Academy in positions which have a work period coinciding with the academic year; or (3) not to exceed two (2) consecutive pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees. Such leaves shall be without pay for persons employed and paid under the provisions of Rule 91 and with deferred pay for persons employed and paid under the provisions of Rule 91.1.

b. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority, and for computation of months of total State service to determine a change in the monthly credit for vacation leave. For all other purposes, leaves of absence granted pursuant to this Section shall not be counted as qualifying service.

c. All Unit 3 employees, except exempt teachers of the Department of Education and the exempt employees of the California Maritime Academy, may request to utilize the 10-12 plan.

d. Any denial of the 10-12 plan shall be accompanied by a reason in writing.

e. An employee returning from 10-12 leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code Section 18522.

**8.10 Educational Leave**

a. The department head or designee may approve educational leave with pay to attend programs at accredited schools, colleges, universities or programs recommended by a Trade Advisory council for the purpose of further instruction in subjects related to the employee's work assignment and/or achievement of departmental goals.

(1) Only Bargaining Unit 3 civil service employees in classes currently eligible for educational leave are eligible under this provision.

(2) The department head or designee may at any time limit the number of persons on educational leave commensurate with departmental work requirements and availability of an appropriate substitute.

(3) Eligible employees must have at least one (1) year of permanent full-time service in a classification which accrues educational leave before being granted such leave.

(4) Eligible employees will be credited with educational leave at a rate of 1-1/4 days per month. Portions of months of service shall not be counted or accumulated.

(5) Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.

(6) When an employee eligible for educational leave is granted time off in accordance with Paragraph a. above, such time off shall be deducted from his/ her educational leave balance.

(7) When on educational leave, employees shall retain their merit salary adjustment date, and shall receive credit for vacation, sick leave, educational leave, or any other benefit which would normally accrue during such work period.

(8) The Department of Personnel Administration shall provide by rule for the regulation, accumulation, and transfer of educational leave, and shall prescribe methods by which employees leaving the employment of one State agency and entering the employment of another State agency may receive proper credit for their accumulated educational leave.

(9) Requests under this Section shall not be unreasonably denied.

(10) An employee returning from educational leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code Section 18522.

b. Effective January 1, 1986, employees eligible for educational leave may request a one-time cash-out of eight (8) hours of educational leave. Requests shall be submitted no later than January 31, 1986. This provision shall not be considered compensation for retirment contribution purposes.

c. This Section does not apply to the exempt employees of the Special Schools of the Department of Education or the exempt employees of the California Maritime Academy.

## ARTICLE 9
## HEALTH AND WELFARE

**9.1 Health Benefit Plan**

a. From August 1, 1985, to July 31, 1986, the State agrees to pay the following health benefit plan contributions:

(1) The State shall pay up to $85.00 per month for coverage of an eligible employee under any of the health benefit plans administered by the PERS.

(2) The State shall pay up to $158.00 per month for coverage of an employee plus one dependent under any of the health benefit plans administered by the PERS.

(3) The State shall pay up to $211.00 per month for coverage of an eligible employee plus two or more dependents under any of the health benefit plans administered by the PERS.

b. From August 1, 1986, to July 31, 1987, the State agrees to pay monthly health benefit plan contributions for each of the three categories listed under item (a.) above in accordance with the provisions of Government Code Section 22825.1.

c. For purposes of this Section "eligible employee" shall be defined by the PERS.

d. If the monthly cost of any of the health benefit plans administered by PERS exceeds the State's maximum contribution as set forth in Subsection a. above, the employee shall pay the difference.

e. This Section shall apply to Unit 3 civil service and exempt employees.

**9.2 Dental Plan**

a. Effective October 1, 1985, the State will contribute 100% of the premium for each eligible employee and his/her dependents when enrolled in one of the State-sponsored dental plans. The State-sponsored plans are:

(1) California Dental Service (a fee for service or indemnity plan); and

(2) PMI or Safeguard (a prepaid or panel dentist plan).

b. This Section shall apply to Unit 3 civil service and exempt employees.

**9.3 Vision Service Plan**

a. Effective July 1, 1986, the employer agrees to provide a vision service plan to eligible employees and dependents. Eligible employees are defined as:

(1) All permanent employees appointed half-time or more for over six months;

(2) Permanent Intermittent employees who work a minimum of 480 hours in each six month period ending each June 30 or December 31; or

(3) Limited Term or TAU appointees with prior continuous permanent status.

The vision service plan shall be the State's plan and shall provide for an annual eye examination, frames, and lenses. There will be a $10.00 employee co-payment for eye examinations and a $25.00 employee co-payment for frames and lenses.

The eligibility criteria is the same as the Dental Program.

b. This section shall apply to Unit 3 civil service and exempt employees.

**9.4 Employee Assistance Program**

a. The State recognizes that alcohol, drug abuse and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, drug, and stress-related problems such as marital, family, emotional, financial, medical, legal, or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or a stress-related problem so as to retain or recover his/her value as an employee.

b. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this Section. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued sick leave, compensating time off credits, and vacation leave credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disabili[illegible] leave or Non-Industrial Disability Insurance. A list of all Employee Assistance Program Coordinators shall be furnished to CSEA annually.

c. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, drug, or stress-related problems confidential, such records shall not be included in the employee's personnel file.

d. This section shall apply to Unit 3 civil service and exempt employees.

**9.5 Presumptive Illness**

a. When required by Cal OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal OSHA regulations.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**9.6 Employee Injury on The Job**

a. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician

or hospital. If circumstances permit, the employee's personal choice of physician will be utilized. Employee's may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.

b. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.

c. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

d. The State shall not use the Department of Industrial Relations' Rating Bureau's Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

e. This Section shall apply to Unit 3 civil service and exempt employees.

**9.7 Independent Medical Examinations**

a. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation program.

b. The purpose of such independent medical evaluations are not to determine the degree of disability the employee has suffered, but rather as to whether illness or injuries sustained restrict the employee from performing the full range of his/her normal work assignment.

c. If the State, after the independent medical examination, determines that the employee cannot perform his/her normal work assignments, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

d. This Section shall apply to Unit 3 civil service and exempt employees.

**9.8 Employee Injury or Disability**

a. Employees shall be eligible for Industrial and Non-Industrial Disability Leave as provided in Government Code Sections 19869 through 19885.

b. CSEA agrees to support and adopt the following additions and amendments to the NDI Statutes:

(1) Elimination of the requirement that employees must exhaust all accrued sick leave prior to receiving NDI benefits; and

(2) Language which shall provide that following the start of NDI payments, an employee may at any time switch from NDI to sick leave or vacation leave, but may not return to NDI until that leave is exhausted; and

(3) Codification of the current practice of allowing employees to work part-time while receiving NDI benefits, not to exceed 100% of their "full pay"; and

(4) Language which shall provide that if an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.

c. This Section shall apply to Unit 3 civil service and exempt employees.

**9.9 Enhanced Industrial Disability Leave (EIDL) - CDC, CYA**

a. An employee who loses the ability to work for more than 22 workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee.

b. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after income tax, State income tax and the employee's retirement contribution has been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

c. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

d. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the department director or designee. The Department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

e. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

f. This section relating to EIDL will not be subject to the arbitration procedure of this MOU.

**9.10 Enhanced Industrial Disability Leave (EIDL) - DDS, DMH**

a. An employee who loses the ability to work for more than 22 workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave Benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient or client.

b. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after income tax, State income tax and the employee's retirement contribution has been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

c. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

d. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the department director or designee. The Department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

e. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

f. This section relating to EIDL will not be subject to the arbitration procedure of this MOU.

## ARTICLE 10
## HEALTH AND SAFETY

**10.1 Health and Safety Committees**

a. The State shall attempt to provide a safe and healthy work place for State employees. CSEA supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

b. The parties agree that Joint CSEA/ Management Health and Safety Committees are appropriate in many areas of State employment. At CSEA's request, each department shall establish at least one Joint CSEA/Management Health and Safety Committee. Additional Joint CSEA/Management Health and Safety Committees may be established as appropriate for the larger departments.

c. Joint CSEA/Management Health and Safety Committees may consist of no more than one representative from each bargaining unit in the area served by each Joint CSEA/ Management Health and Safety Committee. The State may appoint an equal number of State representatives.

d. The Committee shall meet at least quarterly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.

e. Employees appointed to serve on the Committee shall serve without loss of compensation.

f. When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with his/her assigned duties. If CSEA or the employee still believe the unsafe conditions exists, CSEA or the employee may file a grievance alleging a violation of this Section at Step 2 of the grievance procedure.

g. To the extent permitted by law, all copies of employee occupation injury reports will be furnished to the appropriate Joint CSEA/Management Health and Safety Committee and remain confidential.

h. This section shall apply to Unit 3 civil service and exempt employees.

**10.2 Video Display Terminals**

a. In order to provide a safe and healthy workplace for its employees, the State agrees to order VDT equipment wherever possible in accordance with the recommendations made by the Joint Labor/Management Video Display Terminal Committee Report issued in April, 1985.

b. The State shall provide instruction in the proper operation and adjustment of VDTs and VDT workstation equipment and CSEA will encourage employees to properly use VDT equipment.

c. The State shall take action as it deems necessary to mitigate glare from the workplace: such as, rearrangement of the workstations to avoid glare on terminal screens from windows and ceiling luminaires, or providing anti-glare filters or screen holds to reduce the glare from light sources.

d. This section shall apply to Unit 3 civil service and exempt employees.

**10.3 Safety Equipment**

a. The State will provide safety equipment when required by an employee's supervisor. Employees shall use or wear such safety equipment when the State deems it necessary. Safety equipment provided pursuant to this Section is State-owned or leased property which will be maintained as the State deems necessary. Items lost or damaged due to negligence of the employee shall be replaced by the employee at his/her expense. The employee shall use or wear the safety equipment in accordance with instructions from the supervisor.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**10.4 Personal Alarms**

a. Subject to the availability of funds, personal alarm devices may be provided to appropriate Department of Youth Authority and Atascadero State Hospital (DMH) Unit 3

civil service employees. When such personal devices are not provided, a two-way communication system (e.g., telephone, intercom) will be made available, subject to budgetary constraints. If neither a personal alarm nor a two-way communication system is provided, an emergency procedure will be devised appropriate to local circumstances.

b. In recognition of the request for personal alarm devices, the Department of Corrections shall keep CSEA periodically informed of the progress relative to the personal alarm devices being tested and manufactured. If during the term of this agreement the personal alarm devices become available, the State shall meet with CSEA before the devices are provided to appropriate Unit 3 employees. Prior to the implementation of a personal alarm system, the department will adhere to the existing emergency procedure appropriate to local circumstances.

**10.5 Restroom Facilities**

a. The State will provide restroom facilities at all permanent work sites where Unit 3 employees work. Where there are both male and female employees employed at a permanent work location, the State will provide separate restroom facilities, as resources permit.

b. Management recognizes that classroom teachers have limited opportunity to take care of their needs during class time. It is the intent of the employer, working with CSEA, to find solutions to this problem consistent with programmatic and administrative needs.

c. Normally, Unit 3 employees with classroom assignments are expected to use other than scheduled classroom time for personal hygiene needs; however, the State shall endeavor to provide for classroom supervision for short periods of time in the event of an urgent personal hygiene need.

d. This Section shall apply to Unit 3 civil service and exempt employees.

**10.6 Protective Clothing**

a. When protective clothing is required by the employee's supervisor, the State shall either provide the protective clothing or a reasonable reimbursement for initial or replacement cost as necessary. "Protective clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employee's clothing from damage or stains which would be present in the normal performance of his/her duties.

b. Protective clothing provided pursuant to this Section is State-owned or leased property which will be maintained as the State deems necessary.

c. Protective clothing damaged due to the negligence of the employee shall be replaced by the employee at his/her expense. The employee shall comply with any special instructions provided by the State.

d. This Section shall apply to Unit 3 civil service and exempt employees.

**10.7 Information Regarding Medical Condition**

a. The State employee shall provide Unit 3 employees working with students, clients, wards and inmates available pertinent medical information on these persons.

b. This Section shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 11
## SALARIES

**11.1 Salaries**

a. The monthly salary ranges effective July 1, 1985 for civil service and exempt classifications are listed in Attachment "A" to this Agreement.

b. Effective January 1, 1986, all Unit 3 classifications shall receive a general salary increase of five percent (5%). The parties recognize that the actual salary

increase for each classification listed will vary slightly due to rounding and the need to adapt class salary range changes to the existing General Schedule of Salary Ranges and Salary Rates in State Civil Service used by the Controller's Office.

c. This Section shall apply to Unit 3 civil service and exempt employees.

**11.2 Merit Salary Adjustments**

a. Employees shall receive annual merit salary adjustments in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**11.3 Night Shift Differential**

Unit 3 employees who regularly work shifts shall receive a night shift differential as set forth below:

a. Employees shall qualify for the first night shift pay differential of twenty-five (25) cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 6 p.m. and 12 midnight.

b. Employees shall qualify for the second night shift pay differential of thirty-five (35) cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 12 midnight and 6 a.m.

c. A "regular scheduled work shift" are those regularly assigned work hours established by the department director or designee.

d. This Section does not apply to Unit 3 exempt employees of the Special Schools in the Department of Education and the Unit 3 employees of the California Maritime Academy.

**11.4 Bilingual Differential Pay**

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards:

a. Definition of Bilingual Position for Bilingual Differential Pay:

(1) A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging 10% of the time. Anyone using their bilingual skills 10% or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year).

(2) The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:

(a) A direct public contact position;

(b) A hospital or institutional setting dealing with patient or inmate needs;

(c) A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.

(3) Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.

(4) Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.

(5) Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the 10% standard.

b. Rate:

(1) An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum $30.00 per monthly pay period, including holidays. Effective January 1, 1986, an employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum $50.00 per monthly pay period including holidays.

(2) A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.

(3) A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.

(4) An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of $.17 per hour. Effective January 1, 1986, an employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of $0.29 per hour.

(5) An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of $1.38 per day. Effective January 1, 1986, an employee paid by the day meeting the bilingual differential pay criteria would receive a differential of $2.31 per day.

c. Employees, regardless of the time base or tenure, who use their bilingual skills more than 10% of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.

d. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.

e. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

f. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to 60 days when the incumbent's duties are changed to include the use of bilingual skills.

g. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.

h. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rate.

i. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.

j. The bilingual differential pay should be included in the rate used to calculate temporary disability, industrial disability, and nonindustrial disability leave benefits.

k. This Section shall apply to Unit 3 civil service and exempt employees.

**11.5 Timely Payment of Wages**

a. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and Controller's Office policies.

b. This Section shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 12
## ALLOWANCES AND REIMBURSEMENTS

**12.1 Business and Travel Expenses**

The State agrees to reimburse employees when appropriate expenses have been incurred in accordance with existing Department of Personnel Administration regulations AND as set forth below:

a. In computing allowances for continuous short-term travel of more than 24 hours, one full allowance will be paid for each complete 24 hours of travel, beginning with the traveler's time of departure, as set forth in paragraph b. of this Section in accordance with the following:

| STATEWIDE | | DESIGNATED HIGH COST AREA |
|---|---|---|
| Lodging | $47.00 | Up to $63.00 with lodging receipt |
| Breakfast | 4.00 | 5.00 |
| Lunch | 7.00 | 8.00 |
| Dinner | 13.00 | 15.00 |
| Incidental Allowance | 4.00 | 4.00 |
| Total | 75.00 | Up to $95.00 with lodging receipt |

To be eligible for the High Cost Area allowance, (lodging, meals, and incidental allowance), the employee must be required to travel to the designated areas of San Francisco, Monterey, Oakland, San Jose, Santa Barbara, Long Beach, Los Angeles, or San Diego and must provide lodging receipts from a commercial establishment within one of the following ZIP code areas:

San Francisco: 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94110, 94111, 94112, 94114, 94115, 94116, 94117, 94118, 94121, 94122, 94123, 94124, 94127, 94129, 94131, 94132, 94133, 94134

Los Angeles: 90004, 90005, 90006, 90007, 90010, 90012, 90013, 90014, 90015, 90017, 90019, 90020, 90021, 90024, 90025, 90028, 90035, 90036, 90038, 90041, 90045, 90046, 90048, 90049, 90057, 90064, 90067, 90069, 90071, 90077, 90210, 90212, 90230, 90245

Long Beach: 90801, 90802, 90803, 90804, 90815

Monterey: 93940

Oakland: 94606, 94607, 94608, 94621

San Diego: 92101, 92103, 92106, 92108, 92109, 92110

San Jose: 95112, 95113, 95121, 95131

Santa Barbara: 93101, 93105, 93108, 93110, 93117

Without receipts, reimbursement for subsistence will be limited to the statewide rate.

b. For travel which is the last fractional part of a period of short-term travel of more than 24 hours, the authorized allowance for meals or lodging will be paid provided the travel time meets the following requirements:

Breakfast: Breakfast may be claimed if travel began at or prior to 6:00 a.m. and terminated at or after 9:00 a.m.

Lunch: Lunch may be claimed if travel began at or prior to 11:00 a.m. and terminated at or after 2:00 p.m.

Dinner: Dinner may be claimed if travel began at or prior to 4:00 p.m. and terminated at or after 7:00 p.m.

Lodging: Lodging may be claimed if travel is extended overnight.

If the 24-hour allowance provides a reimbursement for meal, the application of this paragraph shall not result in a duplicate meal allowance for a meal that has already been reimbursed.

c. In computing allowances for continuous travel of less than 24 hours the following breakfast, dinner, and lodging allowances may be claimed according to the criteria set forth in paragraph b. when appropriate expenses have been incurred.

| | STATEWIDE | DESIGNATED HIGH COST AREA |
|---|---|---|
| Lodging | $47.00 | Up to $63.00 with lodging receipt |
| Breakfast | 4.00 | 5.00 |
| Dinner | 13.00 | 15.00 |

d. In accordance with existing DPA regulations a $41.00 long-term or non-commercial subsistence reimbursement shall be paid when appropriate expenses have been incurred.

e. Exceptions to these provisions to provide higher allowances may be approved in advance at the discretion of the Director of the Department of Personnel Administration.

f. Mileage Reimbursement

(1) When an employee is authorized by his/her department head or designee to operate a privately owned automobile on state business, even though a state vehicle is available, the employee will be allowed to claim 16.5 cents per mile.

(2) When an employee is authorized by his/her department head or designee to operate a privately owned automobile on state business and a state vehicle is not available, the employee will be allowed to claim 20.5 cents per mile without certification or up to 30 cents per mile with certification that the cost of operation of the vehicle equals or exceeds the amount claimed.

(3) Specialized Vehicles - Employees who must operate a motor vehicle on official state business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim up to 37 cents per mile, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.

(4) Private Aircraft Mileage - Reimbursement for the use of the employee's privately-owned aircraft on state business shall be made at the rate of 42 cents per statute mile.

g. Up to $7.25 may be reimbursed for an overtime meal. Receipts may be required.

h. Out-of-State Subsistence Allowance. For out-of-state travel, State employees will be reimbursed actual lodging expenses, supported by voucher, and will be reimbursed for meal and incidental expenses at the high cost rate for designated areas as specified in a. above. Failure to furnish lodging receipts will limit reimbursement to the statewide lodging rate specified in a. above.

i. This Section shall apply to Unit 3 civil service and exempt employees.

**12.2 Moving Expenses**

a. Whenever an employee is reasonably required to change his or her place of residence, the State shall reimburse the employee in accordance with existing administrative regulations. All current rules and regulations applying to State reimbursement of moving and relocation expenses shall remain in effect for the life of this Agreement.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**12.3 Uniform Replacement Allowance**

a. When civil service and exempt employees at the California Maritime Academy are required to wear a uniform, the State shall authorize a uniform replacement allowance not to exceed $400 a year for eligible employees after they have been employed for the equivalent of one (1) year in a permanent position which requires the uniform. "Uniform" means outer garments, excluding shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed, rank, or time in service. Employees shall be responsible for the purchase of a required uniform as a condition of employment. Employees shall wear their required uniform only in an official capacity.

b. In order to be eligible for the uniform replacement allowance, documentary evidence of purchase will be required to show that the allowance was spent for the purpose intended.

**12.4 Teacher Credential Reimbursement Fee**

a. The State agrees to reimburse Unit 3 civil service employees and the exempt employees of the Special Schools of the Department of Education for credential renewal fees if the employees are required by law to maintain a credential as a condition of employment and where such credential is issued by a State agency. If the employee is working less than full time, the credential fee reimbursement shall be prorated.

b. Eligible employees shall be limited to one credential renewal fee reimbursement and the credential must be secured on or after July 1, 1985.

c. The maximum allowable reimbursement rate shall be that rate in effect on July 1, 1985.

d. This Section shall not apply to employees of the California Maritime Academy.

## ARTICLE 13
## CAREER DEVELOPMENT

**13.1 Release Time for State Civil Service Examinations**

a. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift on the day of an SPB examination.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**13.2 Performance Appraisal of Permanent Employees**

a. The performance appraisal system of each department may include an annual written performance appraisal and an individual development plan for permanent employees. Such performance appraisals may be completed at least once each 12 calendar months after an employee completes the probationary period for the class in which he/she is serving.

b. In the event that a Unit 3 civil service employee who provides classroom instruction receives an "Improvement Needed" rating regarding teaching ability from a non-teacher supervisor on their Performance Appraisal Summary, the Unit 3 civil service employee may request the rating be reviewed by a credentialed supervisor or a supervisor with a teaching background designated by the department head or designee. This section is not to be construed as a limitation on supervisory personnel responsibility for the overall evaluation of employees.

c. When a Unit 3 civil service employee receives substandard ratings in a majority of the performance factors, the employee may grieve the content of his/her performance appraisal through the fourth step of the grievance procedure which shall be the final step of appeal.

d. Paragraphs a. and c. above shall also apply to the exempt staff of the Special Schools of the Department of Education and the exempt faculty of the California Maritime Academy.

**13.3 Education and Training**

a. The State agrees to reimburse Unit 3 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

(1) Tuition and/or registration fees;
(2) Cost of course-required books;
(3) Transportation or mileage expenses;
(4) Toll and parking fees;
(5) Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with Article 12, Section 12.1 of this Agreement.

b. If the State agrees with a Unit 3 employee's participation in non-required career-related training, the State may reimburse the employees for up to 50% of tuiton, fees, and books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

c. Advance Application - An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.

d. Incomplete Assignment - (1) General. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received. (2) Exceptions. The employee or his estate shall receive reimbursement for tuition and other necessary expenses: (a) at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the assignment; or (b) because of death, prolonged illness, disability or other event beyond the control of the employee.

e. Employee Obligations and Agreement - An employee assigned to full-time out-service training shall agree in writing to reimburse the State within 30 calendar days for tuition costs and other expenses paid to him by the State if, after completion of the training assignment, he does not continue employment in State service, for a period of six (6) months or twice the period of training, whichever is greater.

f. New employees will, within a reasonable time after reporting to work, be given an orientation of the department.

g. The Department of Personnel Administration and the Department of Rehabilitation shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The Department of

Rehabilitation shall cooperate in devising training programs for the disabled employees. Management shall provide CSEA an opportunity to discuss and make recommendations regarding formulation of said procedures.

h. The State and CSEA recognize that certain benefits accrue to the State and Unit 3 employees through participation in professional job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities as are of value to the State.

i. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of provision j. below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.

j. When a Unit 3 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of CSEA, to explore procedures and methods of obtaining such new or revised credentials.

k. This Section shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 14
## CLASSIFICATION

**14.1 Classification Changes**

a. When the Department of Personnel Administration (DPA) desires to establish a new classification and assigns it to Bargaining Unit 3 or modifies an existing one that is in Bargaining Unit 3, DPA shall inform CSEA of the proposal during DPA's preparatory stages of the proposals. CSEA may request to meet with the DPA regarding these classification proposals. Such meetings shall be for the purpose of informally discussing the classification proposal and for CSEA to provide input. Upon request, the DPA may furnish the CSEA with drafts of the proposed classification specifications.

b. The DPA shall notify and submit to CSEA the final classification proposal at least 20 work days prior to the date the SPB is scheduled to adopt it.

c. If CSEA requests in writing within 10 work days of receipt of the notice, the DPA shall meet with CSEA to discuss the final proposal. If CSEA does not respond to the notice, or if CSEA does not meet with DPA within 5 work days from their date of request, the classification proposal shall be deemed agreeable to CSEA and be placed on the SPB's consent calendar.

d. The DPA shall meet and confer, if requested, in writing, within 5 work days from the date the SPB approved the classification change, regarding only the compensation provisions of the classification.

e. Neither the classification nor the compensation provisions shall be subject to the grievance and arbitration procedure in Article 6.

f. This Section shall only apply to Unit 3 civil service employees.

**14.2 Out-of-Classification Assignments**

a. Notwithstanding Government Code Section 905.2, 19818.8, 19823, an employee may be required to perform work other than that described in the specification for his/her classification for up to 120 consecutive calendar days during a fiscal year.

b. Out-of-Class When Required in Writing

If a department head or designee requires an employee in writing to work in a higher classification for more than 15 consecutive calendar days, the employee shall receive a pay differential of 5% over his/her normal daily rate of the class to which he/she is appointed for that period in excess of 15 calendar days. If a department head or designee requires, in writing, an employee to work in a higher classification for 30 consecutive calendar days or more, the employee shall receive a pay differential of 5% over his/her normal daily rate of the class to which he/she is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds 120 consecutive calendar days, the employee shall be entitled to

receive the difference between his/her salary and the salary of the higher class at the same step the employee would receive if the employee were to be promoted to that class, for that period in excess of 120 consecutive calendar days. The 5% differential shall not be considered as part of the base pay in computing the promotional step in the higher class.

c. Should any employee file suit against CSEA seeking to declare this provision illegal, the State shall indemnify CSEA for any costs incurred in defending itself.

d. The State shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of an out-of-class differential.

e. It is not the State's intent to select employees for out-of-class assignments based on favoritism.

f. If any dispute arises about this out-of-class section (subsection a. through e.) an employee may file a grievance and the decision reached at Step 4 (DPA) of the grievance procedure shall be final.

g. This Section shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 15
## EMPLOYEE OPPORTUNITY TRANSFER

a. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.

b. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:

(1) Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

c. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, the employee with the greatest amount of department service by class shall be selected.

d. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a 30 calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than two (2) Employee Opportunity Transfer applications during an open period.

e. This Section shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 16
## LAYOFF

**16.1 Layoff and Reemployment**

a. Application. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "employee") in any State agency, the State may layoff employee pursuant to this Section.

b. Order of Layoff. Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Personnel Administration rules.

c. Notice. Employees compensated on a monthly basis shall be notified 30 calendar days in advance of the effective date of layoff. Where notices are mailed, the 30 calendar day time period will begin to run on date of mailing of the notice. The State agrees to notify CSEA no later than 60 calendar days prior to the actual date of layoff.

d. Transfer or Demotion in Lieu of Layoff. The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Personnel Administration rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

e. Reemployment. In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional reemployment lists in accordance with Section 19056 of the Government Code.

f. State Service Credit for Layoff Purposes. In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven consecutive working days fall into two consecutive qualifying pay periods, the second pay period shall be disqualified.

g. This Section does not apply to Unit 3 exempt employees in the Special Schools of the Department of Education.

**16.2. Reducing the Adverse Effects of Layoff**

a. Whenever the State determines it necessary to layoff employees, the State and CSEA shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced worktime, retraining, early retirement and unpaid leaves of absence.

b. This Section does not apply to Unit 3 exempt employees in the Special Schools of the Department of Education.

**16.3 Alternative to Layoff**

a. The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notice and meet and confer with CSEA to seek concurrence of the usage of this alternative.

b. This Section does not apply to Unit 3 exempt employees in the Special Schools of the Department of Education.

## ARTICLE 17
## RETIREMENT

**17.1 Second-Tier Retirement Plan**

a. CSEA and the State agree to participate in the second-tier retirement plan as prescribed by law.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**17.2 Employer-Pickup of Employee Retirement Contributions**

a. The State and CSEA agree to continue the January 28, 1985, agreement regarding Employer-Paid Employee Retirement Contributions for the duration of this agreement.

b. This Section shall apply to both Unit 3 civil service and exempt employees.

## ARTICLE 18
## PERMANENT INTERMITTENT APPOINTMENTS

a. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to 1,500 hours in any calendar year based upon SPB rule. The number of hours and schedule of work shall be determined based upon the operational needs of each department.

b. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.

c. Each department will endeavor to provide permanent intermittent employees reasonable advance notice of their work schedule.

d. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of nonavailability not to exceed twelve months during which the employee may not be given a waiver. The period of nonavailability may be revoked based on operational needs. An employee on nonavailable status who files for unemployment insurance benefits shall be immediately removed from such status.

e. A permanent intermittent employee will become eligible for leave credits in the following manner:

(1) Sick Leave: A permanent intermittent employee in bargaining Unit 3 will be eligible for eight (8) hours of sick leave credit with pay on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.

(2) Vacation Leave: A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in Article 8, Section 8.1 on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, Section 8.1 on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

(a) Pay the permanent intermittent employee in a lump sum payment for accumulated vacation leave credits; or

(b) schedule the permanent intermittent employee for vacation leave; or

(c) allow the permanent intermittent employee to retain his/her vacation credits; or

(d) effect a combination of (a), (b) or (c) above.

(3) Holidays: A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with Article 7, Holidays and DPA policies and rules.

(4) Bereavement Leave: A permanent intermittent employee may only be granted bereavement leave if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days in accordance with Article 8, Section 8.3.

(5) Jury Duty: A permanent intermittent employee may only be granted jury duty leave if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty.

(6) Non-Industrial Disability Leave: Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

f. Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.

g. Dental Benefits: A permanent intermittent employee will be eligible during each calendar year for dental benefits if the employee works at least half time, has an appointment for more than six (6) months, and must have been credited with a minimum of 480 paid hours within one of the two designated six (6) month periods in a calendar year. To continue benefits, an employee must be credited with a minimum of 480 paid hours in a designated six (6) month period or 960 paid hours in two consecutive designated six (6) month periods. For the purposes of this Section, the designated six (6) month periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within 60 calendar days from his/her date of qualification.

h. Health Benefits: A permanent intermittent employee will be eligible during each calendar year for health benefits if the employee works at least half time, has an appointment for more than six (6) months, and must have been credited with a minimum of 480 paid hours within one of the two designated six (6) month periods in a calendar year. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a designated six (6) month period or 960 paid hours in two consecutive designated six (6) month periods. For the purposes of this Section, the designated six (6) month periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 calendar days from his/her date of qualification.

i. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rules and regulations, unless modified by this Agreement.

j. This Article shall only apply to Unit 3 civil service employees.

## ARTICLE 19
## HOURS OF WORK AND OVERTIME

**19.1 Hours of Work**

Hours of work and overtime shall be administered by existing designated workweek groups for Unit 3 civil service and exempt employees.

**19.2 Meal Periods**

Except for employees who are assigned to a straight eight-hour shift, full-time civil service and exempt bargaining Unit 3 employees will normally be allowed a meal period of not less than 30 minutes nor more than 60 minutes, which shall be scheduled near the middle of the work shift. Meal periods shall not be counted as part of the total hours worked. When management does require an employee to work during a meal period, such time shall be considered time worked.

**19.3 Call Back Time**

a. An employee in Workweek Group 1 or Workweek Subgroup 4A who has completed a normal work shift, or an employee in Workweek Subgroups 4B or 4D on an authorized day off, when ordered back to work, shall be credited with a minimum of four (4) hours work

time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of the work shift.

b. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

c. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.

d. When staff meetings, training sessions, or work assignments are regularly scheduled on an employee's authorized day off, the employee shall receive call back compensation; when staff meetings and training sessions are regularly scheduled on an employee's normal work day and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

e. This Section shall apply only to Unit 3 civil service employees.

**19.4 Overtime Pay Cap**

a. The maximum rate of pay for overtime for employees in workweek Group 4 is $19.24 per hour.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**19.5 Shift Change**

a. Except in emergencies, the State shall provide fourteen (14) calendar days advance notice before an employee's regular shift is changed so that the employee has an opportunity to reschedule his/her obligations.

b. When a department has approved an educational program for an employee and subsequently requires the employee to change his/her shift, as defined above, the department will support the employee's claim for reimbursement of the non-recoverable cost of tuition for the educational program, if the shift change requires the employee to discontinue the educational program.

c. This Section shall apply only to Unit 3 civil service employees.

**19.6 Clean-Up**

Civil service and exempt vocational, industrial arts, and art class teachers shall be given, immediately prior to the end of their work day, ten minutes for personal wash up/clean up, including change of clothing after students are dismissed.

**19.7 Fair Labor Standards Act Reopener**

If any hours of work or overtime provision of this agreement is affected by the Fair Labor Standards Act (FLSA), the parties shall meet and confer pursuant to SEERA prior to any implementation of the FLSA.

## ARTICLE 20
## CHILD CARE

a. It is the policy of the State employer to encourage the development of additional child care services for dependent children of State employees. In order to accomplish this, the State agrees to establish programs and provide financial assistance to aid in the development of child care centers.

(1) State Labor-Management Child Care Committee

(a) The State agrees to establish a State Labor-Management Child Care Committee. The Committee shall be comprised of no more than eight (8) labor representatives, four (4) of which are selected by CSEA, and eight (8) representatives selected by

the State. The Committee shall be chaired by a DPA representative. CSEA representatives shall serve without loss of compensation.

(b) The purpose of the State Labor-Management Child Care Committee is to encourage State employees to form non-profit corporations to provide child care services for dependent children of State employees, to make decisions on what to recommend to the Department of Personnel Administration and which non-profit corporation(s) or child care providers should receive child care funds from the State employer.

(c) The Department of Personnal Administration will provide the necesary staff support to the State Labor-Management Child Care Committee.

(2) Child Care Revolving Fund

(a) A Child Care Revolving Fund shall be established to fund child care services through non-profit corporations operated by State employees or providers for State employee dependent children. Such funding shall include, but not be limited to, cash grants.

(b) The Child Care Revolving Fund shall be administered by the Department of Personnel Administration for State employee non-profit corporations or providers established for the sole purpose of providing child care services.

(c) The Child Care Revolving Fund shall remain in effect through fiscal year 1991. All State employee non-profit child care corporations or child care providers are eligible to request funding from this $1,000,000.00 total fund.

(3) All State employee child care centers must be licensed in accordance with State laws and regulations.

(4) All contracts shall be between the State of California (DPA) and each Child Care Non-Profit Corporation or child care providers.

(5) The parties agree to support legislation to amend Government Code Section 19822.5 to incorporate the changes necessary for consistency within this Article.

b. This Article shall apply to Unit 3 civil service and exempt employees.

## ARTICLE 21
## MISCELLANEOUS

**21.1 Release Time for State Personnel Board Hearings**

a. Upon two working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify by the State Personnel Board. The State shall attempt to accommodate a shift change request from an employee involved in (1) or (2) above who is scheduled to work a graveyard shift on the day of an SPB hearing.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**21.2 Personnel and Evaluation Materials**

a. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.

b. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee, except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.

c. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed

and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, where possible, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.

d. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee.

e. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

f. Any performance evaluation conducted of an employee who is a participant in CSEA/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such collective bargaining.

g. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature shall be purged after three years.

This provision, however, does not apply to formal adverse actions as defined in applicable Government Code Sections or to material of a negative nature for which actions have occurred during the intervening three year period. Except that, by mutual agreement between a department head or designee and an employee, adverse action material may be removed.

h. This Section shall apply to Unit 3 civil service and exempt employees.

**21.3 Class Size**

a. It is the policy of the State that the educational needs of its students are of primary importance taking into consideration needs of the staff, available facilities, equipment, financial resources and other operational needs. In adhering to this policy, the State agrees to meet with CSEA to discuss management proposed changes to existing class size criteria. It is recognized that final class size determinations shall be within the authority and discretion of management.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**21.4 Student Discipline**

a. Upon request of CSEA, the State employer agrees to consult with CSEA representatives on the development of a written student discipline program.

b. Teachers may recommend either temporary or permanent removal of a student when in his/her professional judgement the teacher believes a student's behavior is interfering with the learning of others or when a teacher/instructor or other students are being threatened; however, the State employer retains the authority to remove or suspend a student from the classroom.

c. This Section does not apply to the California Maritime Academy.

d. This Section shall apply to Unit 3 civil service employees and exempt Unit 3 employees in the Special Schools of the Department of Education.

**21.5 Student Class Assignment**

a. It is the common goal of management and CSEA that students attending State classes be assigned to appropriate classes. To facilitate this goal, an advisory committee may be established at each institution, school, or facility to develop and periodically review student class assignment procedures.

b. Final class assignment procedures, as well as individual student assignments, shall be within the authority and discretion of management.

c. This Section does not apply to the California Maritime Academy.

d. This Section shall apply to Unit 3 civil service employees and exempt Unit 3 employees in the Special Schools of the Department of Education.

**21.6 Non-Instructional/Teacher Preparation Time**

a. During a teacher's workday, there shall be scheduled non-instructional periods for purposes of teacher preparation and for performance of other job duties.

Teacher preparation is work time to be used for the purpose of supporting classroom instruction at a level consistent with the diversity of student needs and changing program demands. Management may grant additional preparation time to an individual teacher when management has made a major change in the teacher's assignment.

Although it is not the intent of the State to unnecessarily infringe upon teacher's preparation time, it is recognized by both parties that it may be appropriate for teachers to be assigned other duties during this time.

Job duties not directly in support of classroom instruction will be scheduled, to the extent possible, with reasonable prior notice, taking into consideration teacher workload and operational needs.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**21.7 Professional Responsibility**

a. It is the State's policy to allow Unit 3 employees the exercise of professional judgement in their work recognizing, nonetheless, that ultimate responsibility for determining work methods and selecting methodologies, curricula, etc., rests with management.

b. This Section shall apply to Unit 3 civil service and exempt employees.

**21.8 Recognition of Authorship**

The State employer shall recognize authorship of Unit 3 civil service and exempt employees involved in the writing of publications by identifying principal contributors in the title page, if any, of said publication. In the event of disputes involving the identity of principal contributors to State publications, the department head shall resolve such disputes.

Articles or manuscripts, written under State auspices, shall give recognition of principal authorship on the title page, if any.

**21.9 Duty Statements**

a. Upon request, an exempt bargaining Unit 3 employee who is transferred or reassigned on a permanent basis to a different subject matter or grade level shall be provided a duty statement.

b. An education consultant, upon request, who is transferred or reassigned on a permanent basis shall be provided a duty statement.

**21.10 Maritime Vocational Instructor Study**

The State agrees to study the Maritime Vocational Instructior I, II, III classifications at the California Maritime Academy. This study will begin by January 1, 1985. The parties shall meet following issuance of the report to discuss the study findings. If it is determined that changes in the Maritime Vocational Instructor series should occur as a result of the study, the parties will begin negotiations on the salary ranges for the series after it has been accepted by the State Personnel Board. The State will endeavor to complete the study by September 1, 1985.

21.11 Rental and Utility Rates

a. The Rental and Utility Rates Agreement dated April 5, 1984, between CSEA and the Department of Developmental Services, Mental Health, and Veterans Affairs shall remain in effect for the duration of this Agreement.

b. This Section shall only apply to Unit 3 civil service employees.

## ARTICLE 22
## EXEMPT EMPLOYEES

22.1 Discipline and Discharge - Special Schools/California Maritime Academy

a. Purpose

The purpose of this Article is to provide a prompt and efficient procedure for the imposition of discipline and discharge.

b. Applicability

(1) This Article, shall only apply to permanent tenured and pre-tenure exempt employees (hereafter employee) of the Department of Education, Special Schools and the California Maritime Academy.

(2) Appealable disciplinary action is defined as dismissal, demotion, or suspension without pay for more than fifteen (15) calendar days or its equivalent as a reduction in pay.

(3) This Article shall not apply to the decision to grant or deny tenure.

c. Discipline Procedure

(1) Discipline shall only be imposed for cause. "For cause" means a legitimate nonarbitrary reason for dismissal, demotion, suspension without pay, or reduction in pay as defined by b. (2) above.

(2) The parties recognize that situations arise where circumstances necessitate the immediate removal of the person from the work area for reasons related to the safety of persons or property, disruption of program or operations, or investigation for any disciplinary action or commission of a crime. The appointing power may suspend an employee with or without pay for a period not to exceed sixty (60) days in circumstances described above.

If discipline is not taken on or before the date such suspension is terminated, the suspension shall be with pay.

If disciplinary action is taken on or before the date such suspension is terminated, the disciplinary action may be taken retroactive to any date on or after the date the employee was suspended. Notwithstanding any other Section of this Article, disciplinary actions under such circumstances shall be valid if written notice is served upon the employee not later than seven (7) calendar days after the employee is notified of the disciplinary action.

(3) The department head or designee shall initiate any disciplinary action as specified in this Article by written notice of disciplinary action served in person or served by certified mail, return receipt requested, to the employee's last known address as listed in the employee's official personnel file. The notice of disciplinary action shall include:

(a) A statement of the nature of the disciplinary action;

(b) The effective date of the disciplinary action;

(c) A statement in ordinary and concise language of the acts or omissions upon which the disciplinary action is based;

(d) A statement advising the employee of the right to answer the notice orally or in writing;

(e) A statement advising the employee of the time within which an appeal must be filed; and

(f) A statement advising the employee of his/her right to a representative of his/her choice.

(4) At least seven (7) calendar days prior to the effective date of any disciplinary action as defined in c.(3) above, and at the request of the employee, the department head or designee and the affected employee and his/her representative, if any, shall meet to review the notice of pending disciplinary action. The employee may respond orally or in writing. A written response shall be directed to the department head or designee within seven (7) calendar days of the meeting, or within ten (10) calendar days if no meeting is held. Based on the review of the pending disciplinary action and the employee's response, if any, the department head or designee shall provide written notice to the employee within twenty (20) calendar days of his/her decision to rescind, modify or affirm the disciplinary action.

d. Disciplinary Action Appeal Process

No later than twenty (20) calendar days after receipt of the notification to impose disciplinary action, an employee may appeal the disciplinary action to the State Personnel Board (SPB). A hearing shall be conducted by a SPB hearing officer. The hearing shall be conducted in accordance with existing law as set forth in Title II of the California Administrative Code.

The proposed decision of the State Personnel Board hearing officer shall be subject to review by the SPB, which shall render a final and binding decision.

e. Right to Representation

When an appointing power's representative has a conference with an employee where at the time the meeting is convened, the employee is the focus of a possible disciplinary action, the employee is entitled, upon request, to a representative of his/her choice. Nonavailability of the representative for more than two (2) work days shall not delay the conference. However, this right shall not extend to routine business communications such as, but not limited to, performance evaluations, training, job audits, counseling sessions or work related instructions.

**22.2 Academic Year - Special Schools**

a. In the State School for the Blind, Fremont and in the State Schools for the Deaf, Riverside and Fremont, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty, and shall include 180 student contact days plus four (4) in-service work days for exempt staff.

b. In the Diagnostic Schools for Neurologically Handicapped Children at San Francisco, Fresno, and Los Angeles, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty, and shall include 184 work days during the regular school year and 25 work days during the extended school year.

c. During the term of this agreement, the Director of State Special Schools hereby agrees that he/she will provide CSEA with copies of proposed academic calendars for each of the Special Schools for the following academic year not less than 30 days prior to its implementation. If CSEA wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement is not reached within 30 days from the date of notice to CSEA, the Director shall be free to implement the calendar or calendars unilaterally. In the event of an emergency or of events beyond the control of the Director, the State Special School shall be free to make such change in any or all of the academic calendars for the Special Schools as are required by operational necessity.

d. This Section shall apply only to the exempt Unit 3 employees of the Special Schools of the Department of Education.

**22.3 Academic Year - California Maritime Academy**

The length of the academic calendar of the California Maritime Academy shall be determined in accordance with existing practice. At the completion of the annual training cruise, employees in the Maritime Vocational Instructor classification who have completed the entire training cruise shall receive 40 hours of CTO credit.

**22.4 Tenure - Special Schools**

a. Definitions.

(1) The designation of classes of members of the teaching staff of a special school established by Section 17604 applies to this Article.

(2) "Tenure" is the right, under the provisions of this Article, of an employee to continue full-time employment as a teacher at a particular special school, subject to resignation, dismissal, suspension, or other disciplinary action for cause. A Supervising Teacher, Specialist, may acquire tenure only as a teacher.

(3) A "pre-tenure employee" is a school term employee at a particular special school who does not have tenure.

(4) A "tenure employee" is a person who has tenure.

(5) "Full-time service" means full-time service as one of the following:

(a) A school term employee for 90% of the teacher work days in one school term applicable to the employee.

(b) A Supervising Teacher, Specialist, for 90% of the work days applicable to him/her in one fiscal year.

b. Acquisition of Tenure.

Tenure is acquired by meeting all of the requirements specified in any one of the following Subsections:

(1) Full-time service as a pre-tenure employee at one special school in one or more classes of employees for three successive school terms or fiscal year, as applicable; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. The tenure is in that school.

(2) Voluntary transfer, including transfer in lieu of layoff, of a tenure employee at one special school to another special school for the same type of student; full-time service for one school term, or fiscal year, as applicable, immediately following the transfer, in the special school to which the employee so transferred; and commencement of service under reappointment for full-time service at that school for the next school term or fiscal year, as applicable. At the date of commencement of service for the second school term, or fiscal year as applicable, at that school, the transferee shall lose tenure at the school from which he/she transferred and shall have tenure at the school to which he/she transferred.

(3) Transfer of a pre-tenure employee from a special school to a newly established special school for the same type of student; rendition of full-time service for three successive school terms or fiscal years, as applicable, at either or both of such schools, and commencement of service under appointment for full-time service at the newly established school for the next school term or fiscal year, as applicable. At the date of such commencement of service, the transferee shall lose all rights toward tenure at the school from which he/she transferred and shall have all such rights at the school to which he/she transferred.

(4) Full-time service in a special school by a pre-tenure employee for at least one school term or fiscal year, as applicable; transfer to an existing special school and rendition of full-time service therein for two successive school terms or fiscal years, as applicable; and commencement of service therein under a reapportionment for full-time service at that school for the next school term or fiscal year, as applicable. At the date of commencement of service under such reappointment, the transferee shall lose all rights toward tenure and shall have tenure in the school to which he/she transferred.

(5) A pre-tenure employee's probationary period may be extended by the superintendent for at least an additional year when the pre-tenure employee is absent from work for a semester or more.

c. Reappointment and Notice of Intention Not to Reappoint.

A pre-tenure employee shall be deemed to be reappointed for the school term or fiscal year, as applicable, succeeding the school term or fiscal year in which he/she is serving, unless by March 15, the superintendent of the school gives him/her notice that he/she will not be appointed. The notice shall be in writing, signed by the superintendent of the school, and given in either of the following ways:

(1) Mailed, by certified mail, return receipt requested, to the employee at his/her last known address as listed in the employee's official personnel file.

(2) Delivered to the employee in person and his/her written receipt of the notice secured. If the employee refuses to sign the receipt of notice, an affidavit of service made by the person delivering the notice and filed with the superintendent of the school shall be deemed the equivalent of acknowledgement of receipt of notice.

Notwithstanding any provision of this Section to the contrary, no person shall be deemed to be appointed or to have been awarded tenure because notice is not given or received by the time or in the manner prescribed in this Section. Should it occur that no notice is received by the times prescribed in this Section, it is the duty of the employee concerned to make inquiry to determine the ultimate decision of the school.

d. Evaluation of Pre-Tenured Employee.

An exempt employee denied tenure may grieve the denial through the third step of the grievance procedure which shall be the final step of appeal.

**22.5 Tenure - California Maritime Academy**

a. Tenure Procedure.

(1) Probationary academic employees are appointed initially for one term of one academic year. Prior to the end of each academic year or as soon thereafter as the schedule of the Academy will permit, a probationary academic employee will be given written notice that he/she has either been nonretained as an employee of the Academy or that he/she has been reappointed for another one academic year term. The pattern according to tenure shall involve the assessment of an academic employee's performance over a period of up to five (5) academic years, final appraisal and review during the sixth academic year, and for those not accorded tenure at the end of that sixth year, a notice that he/she has either been nonretained as an academic employee or granted a terminal year. Thus, a probationary academic employee who has been retained for his/her sixth consecutive academic year shall be given written notice by the end of that sixth academic year that:

(a) He/she has been nonretained as a probationary employee;

(b) He/she has been nonretained as a probationary employee but reappointed for a seventh and terminal year assignment; or

(c) He/she has been granted tenure.

(2) Academic employees appointed at the rank of Professor may gain tenure at the beginning of the fourth consecutive year and shall gain tenure on beginning a fifth consecutive year of service unless such year is a terminal notice year.

b. Tenure Limitation.

No more than 90% of the academic employees of the Academy may be tenured. For the purpose of determining the 90% limitation of this provision, the following categories of academic employees shall be treated as separate units:

(1) Faculty of the Department of Nautical Industrial Technology;
(2) Faculty of the Department of Marine Engineering Technology;
(3) Faculty of the Department of General Studies;
(4) Academic employees reporting to the Commandant of Midshipmen;
(5) Academic employees in very closely related professional activities.

c. Tenure Consideration Upon Transfer.

When an employee is reassigned from one group to another, he/she will be credited with up to three years of service toward tenure in his/her new group. If at the time of transfer to a new group he/she holds tenure or continuance of contract in his/her old group, he/she will hold that status until he/she has acquired tenure or continuance of contract in his/her new group. Tenure held in his/her old group in such circumstances will not enter into the tenure limitation determination in the old group.

d. Contract Continuation.

In the event that tenure cannot be awarded to a probationary academic employee because of Section b, the President, may, following review procedures set out in Section i, grant such employee an annual one year contract which may be renewed for up to five years. If, at any time during such contract renewal the President is able to award tenure to such employee pursuant to the provisions of Section b, he/she may do so. If, at the end of five annual contract renewals, tenure cannot be conferred on the academic employee, the President may grant such employee a three year contract. The President, pursuant to the review procedures of Section i, may continue to renew such three year contracts until the employee is either nonretained or granted tenure.

e. Granting of Tenure.

(1) The granting of tenure shall obligate the Academy to the employment of academic employees until the statutory retirement age, subject to removal only for cause, lack of funds, termination of program authorization, or lack of work.

(2) Determinations in regard to tenure shall be based on annual evaluations as set out in Section g below.

f. Notice.

Notwithstanding any provision of this Section to the contrary, no person shall be deemed to be appointed or to have been awarded tenure because notice is not given or received by the time or in the manner prescribed in this Section. Should it occur that no notice is received by the times prescribed in this Section, it is the duty of the employee concerned to make inquiry to determine the ultimate decision of the Academy.

g. Evaluation of Probationary Academic Employees.

(1) Determinations in regard to retention of probationary academic employees shall be based on an annual evaluation of the individual's achievement by an ad hoc committee appointed by the President.

(a) The Committee shall include the Academic Dean; the Commandant of Midshipmen; and, as appropriate, the Commanding Officer of the Training Ship, the Administrative Officer and the Heads of the Departments of General Studies, Marine Engineering Technology, and Nautical Industrial Technology.

(b) After all committee or retention meetings have been held, the Academic Dean, the Commandant of Midshipmen, or the Administrative Officer, as appropriate, shall prepare retention recommendations based upon committee deliberations and exercise of his/her own judgment. These recommendations shall be submitted to the President for approval or disapproval. If the President approves a recommendation for tenure, he/she shall submit the recommendation to the Board of Governors for final decision. Annual retention decision other than tenure decisions will not be presented to the Board.

h. Evaluation of Probationary Academic Employees for Determination of Tenure.

Tenure determination is the final step in the reviewing process for probationary academic employees. It shall be conducted in the same manner as earlier retention determinations, excepting that two additional members shall be added to the ad hoc committee appointed by the President. These two additional members shall be a tenured academic employee from the same department (or similar unit) and a tenured academic employee from another department (or unit).

i. Granting of Contract Continuation to Academic Employees.

(1) An academic employee who has been appointed on a contract basis pursuant to Section d will normally be granted a continuation of that annual contract, provided

that he/she continues to perform his/her duties at a high level of professional competence. Continuance of contract during the term of the contract shall be contingent upon the exigencies of fund availability, and program authorization and termination for cause.

(2) Determination in regard to renewal of a contract should be based on an annual evaluation of the academic employee's achievement and potential made by:

(a) The employee's department head;

(b) A committee of tenure non-administrative academic employees appointed at the beginning of each academic year by the President. This committee shall include one member each from the Department of General Studies, the Department of Marine Engineering, the Department of Nautical Industrial Technology, the Commandant's Department and the group of academic employees in very closely related professional activities. The President shall appoint a chairman who shall convene the committee as needed.

j. The final decision regarding renewal of contract is made by the President.

**22.6 Work Assignment Notification - Special Schools**

a. Management of the Department of Education Special Schools, shall make a reasonable effort to inform its teachers of their next year's work assignment prior to the end of the spring semester. If any change in assignment becomes necessary, the Department of Education will endeavor to notify the affected teachers as soon as possible. Where changes are made, the employee will be provided a written explanation of the need for such change.

b. This Section does not apply to Unit 3 civil service employees and Unit 3 employees of the California Maritime Academy.

**22.7 Personal Leave Day - Special Schools**

a. Each exempt employee after completion of six (6) pay periods with the Special Schools of the Department of Education shall be eligible for up to two (2) personal leave days which must be used during the academic year.

b. A personal leave day will be granted only during the school year. A personal leave day may be disapproved if the operating needs of the school prevents such leave.

c. The superintendent or designee may require an employee to provide five (5) working days advance notice before taking his/her personal leave day.

d. No personal leave day may be carried over from one school year to the next.

e. No cash compensation, salary adjustment or alternative time off with pay shall be allowed for employees who have not used their personal leave day at the end of the school year or when terminating employment.

f. A personal leave day must be used in whole day increments.

**22.8 Extra Duty Assignment - Special Schools**

a. Exempt teachers at the Special Schools of the Department of Education in Bargaining Unit 3 may be required to serve in supervisory or advisory assignments at athletic events, dances, plays, and other after school and evening school-sponsored events for the benefit of students, the curriculum, and job effectiveness with no additional compensation.

b. Exempt Special School teachers of the Department of Education who are required to perform coaching duties in athletic or drama events or the yearbook will receive a coaching differential in accordance with the schedule listed on Attachment B. The coaching differential shall be subject to the following conditions:

(1) The school superintendent or designee(s) shall select the coaches and the maximum number of head coaches and assistant coaches receiving the coaching differential;

(2) A coaching assignment may be terminated at any time by the school superintendent or designee;

(3) The coaching differential shall be paid to the exempt teachers at the conclusion of the coaching activity;

(4) Exempt teachers who are assigned coaching duty and perform for less than an entire season, shall receive the coaching differential on a pro rata basis;

(5) Special School exempt teachers who receive the coaching differential are not entitled to overtime, or any other premium pay;

(6) Coaching position vacancies will be advertised.

c. Nothing in this Section shall prevent any school employee from volunteering their services.

## ARTICLE 23
## ENTIRE AGREEMENT AND DURATION

**23.1 Entire Agreement**

a. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Subsection b below.

b. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Agreement.

The parties recognize that during the term of this Agreement it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CSEA of the proposed change 30 days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 3, when all three of the following exists:

(1) Where such changes would affect the working conditions of a significant number of employees in Unit 3;

(2) Where the subject matter of the change is within the scope of representation pursuant to SEERA,

(3) Where CSEA requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the SEERA.

c. This Section shall apply to Unit 3 civil service and exempt employees.

**23.2 Duration**

a. The terms of the Agreement shall go into effect on July 1, 1985, and remain in full force and effect through and including June 30, 1987.

b. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

c. This Section shall apply to Unit 3 civil service and exempt employees.